



Notice to all Perspective Offerors

RE: Solicitation Number 2DW-09-A-0018 for POS Thermal Receipt Rolls

The United States Postal Service has a requirement for the above referenced item. Attached to this Letter is a solicitation for proposals to provide POS Thermal Receipt Rolls. It describes the thermal receipt rolls packaging requirements, and states the terms and conditions that apply to any contract that may be awarded. It also provides instructions on preparing and submitting proposals.

Please review the solicitation. If you have any questions or concerns, please contact Paul A. DiGrassi, C.P.M., Purchasing & Supply Management Specialist at 860.285.7007.

If you are interested in providing the required thermal receipt rolls, please complete the following Solicitation information:

- PS Form 8203 – March 2007 – Titled Order/Solicitation/Offer/Award. On this form please complete the following:
 - Box No.14 – Supplier Name, Address, Telephone, Fax Number, and e-Mail address.
 - Box No.16 – Remittance Address
- PS Form 8203 – March 2007, Page 2, On this form, please complete the following:
 - Under "Required Trailer Information", please complete 1. (Size of Trailer), 2. (Number of Pallets per Trailer), and 3. (Number of Cartons per Pallet).
- Pages 11, 12, 13, and 14 – Complete Provision 4-3 Representations and Certifications.
- Attachments 1, 2, 3, and 4 contain information that will be incorporated into a contract. It is imperative that you review all of these attachments carefully.
- Please review all Provisions and Clauses, Pages 9 through and including 34.
- Please provide all information listed in Section 1.5 Written Response to This Solicitation.
- The United States Postal Service will conduct an Electronic Reverse Auction on August 27, 2009 to start at 2:00pm EDT. Do not provide pricing with this solicitation when you return it on August 24, 2009. Pricing for this solicitation will only be accepted through the electronic reverse auction.

Should you have any questions or concerns, please contact Paul A. DiGrassi, C.P.M., P&SM Specialist at 860.285.7007.



Eastern Services CMC - Windsor

8 Griffin Road North, Windsor CT 06095-1572

SOLICITATION

SUPPLIES: POS Thermal Receipt Rolls

SOLICITATION NUMBER: 2DW-09-A-0018

PROPOSAL DUE DATE: AUGUST 24, 2009 – 5:00PM

PAUL A. DIGRASSI, C.P.M.

860/285-7007

P&SM SPECIALIST

TELEPHONE

INTEGRITY HOTLINE MESSAGE - The U. S. Postal Service is committed to Integrity in all dealings with the vendor community. To this end, we want to know of any improper or illegal activity that relates to postal procurements.

Please report any suspected wrongdoing or misconduct by any person in the solicitation, award or performance of a Postal Service contract, which, you believe, may violate a law or regulation. You can notify the Inspection Service easily by calling our toll-free Hotline number (1-800-654-8896) or by calling your nearest Postal Inspector. While callers will be asked to identify themselves so that we can follow-up on the information, all information received will be kept confidential.

NOTICE: The HOTLINE should not be used to voice complaints or grievances. Further, the HOTLINE is not intended to be used in lieu of established procedures for filing protests or contract claims. For those matters, please follow the processes spelled out in your contract documents or those set out in the Postal Service Purchasing Manual.

ORDER / SOLICITATION / OFFER / AWARD

OFFEROR TO COMPLETE BLOCKS 13, 14, 16, 22, 23 and 26

1. REQUISITION NO.

PAGE 1 OF 3

2. CONTRACT/ORDER NO.

3. AWARD/
EFFECTIVE DATE

4. MASTER/AGENCY CONTRACT NO.

5. SOLICITATION NO.
2DW-09-A-0018

6. SOLICITATION
ISSUE DATE
07/29/2009

7. For Solicitation Information Call: a. NAME Paul A. DiGrassi b. TELEPHONE NO. 860-285-7007 c. FAX NO. 860-285-7272 8. OFFER DUE DATE/TIME 08/24/2009 1700 E.

9. ISSUED BY CODE 2DOSEQ
Office Products CMT
Eastern Services CMC
United States Postal Service
3 Griffin Road North, Suite F
Windsor CT 06095-1572
EMAIL: paul.a.digrassi@usps.gov
10. ACO CODE 2DOSEQ
11. SOLICITATION METHOD
☐ RFQ
☐ RFP
☐ ORAL
12. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS CHECKED
☒ SEE SCHEDULE
13. DISCOUNT TERMS

14. SUPPLIER CODE
15. BILLING ADDRESS
EL:
FAX:
MAIL:

16. REMITTANCE ADDRESS CODE
17. DELIVERY ADDRESS
SEE PAGE 1 OF THE SOLICITATION
PART 1-COVER SHEET AND SCHEDULE,
SECTION 1.1 DELIVERY PERFORMANCE
TELEPHONE NO:
DELIVER BY/END DATE: 10/01/2009
☐ CHECK ☐ EFT

18. ITEM NO	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY	21. UNIT	22. UNIT PRICE	23. AMOUNT
	<p>SOLICITATION FOR THE PURCHASE OF POINT OF SALE (POS) THERMAL RECEIPT ROLLS. SEE POINT OF SALE (POS) SPECIFICATIONS AND PACKAGING DESCRIPTION, ATTACHMENT NO.001, AND OTHER ATTACHMENTS WHICH ARE INCORPORATED HEREIN.</p> <p>***** ELECTRONIC REVERSE AUCTION *****</p> <p>THE UNITED STATES POSTAL SERVICE WILL CONDUCT AN ELECTRONIC REVERSE AUCTION ON AUGUST 27, 2009 TO BEGIN AT 2:00PM EASTERN DAYLIGHT TIME.</p> <p>SEE PART 1, COVER SHEET AND SCHEDULE, PAGE 2, SECTION 1.8, ELECTRONIC REVERSE AUCTION PRICE</p> <p>Continued ...</p>				

TOTAL AWARD AMOUNT (USPS Use Only)

☐ The supplier is required to sign this document and return it to the issuing office. The supplier agrees, subject to the terms and conditions specified herein, to provide and deliver all items identified here and on any additional sheets.

26. ☐ Award of Contract: Your offer on Solicitation (block 5) is accepted as to items

27a. DATE SIGNED
27b. PRINTED NAME OF CONTRACTING OFFICER Lee S. Crane
27c. DATE SIGNED
28a. UNITED STATES POSTAL SERVICE (SIGNATURE OF CONTRACTING OFFICER)
28b. PRINTED NAME OF CONTRACTING OFFICER
28c. DATE SIGNED

CONTINUATION SHEET

REQUISITION NO.

PAGE OF
2 3

CONTRACT/ORDER NO.

AWARD/
EFFECTIVE DATE

MASTER/AGENCY CONTRACT NO.

SOLICITATION NO.
2DW-09-A-0018

SOLICITATION
ISSUE DATE
07/29/2009

ITEM NO	SCHEDULE OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SUBMISSION.</p> <p>ALL RESPONSIVE AND RESPONSIBLE OFFERORS THAT RESPOND TO THIS SOLICITATION MUST SUBMIT THE PRICING PORTION OF THEIR BID USING THE ON-LINE REVERSE AUCTION EXCHANGE:</p> <p align="center">http://uspsesourcing.emptoris.com</p> <p>THERE IS NO COST TO REGISTER, REVIEW PROCUREMENT, OR MAKE A BID ON USPS eSOURCING SOLUTION. OFFERORS THAT ARE NOT CURRENTLY REGISTERED TO USE USPS eSOURCING SOLUTION SHOULD PROCEED TO COMPLETE THEIR FREE REGISTRATION.</p> <p>PERIOD OF PERFORMANCE: 10/01/2009 TO 09/30/2010</p> <p>THE ELECTRONIC REVERSE AUCTION WILL CONSIST OF TWO (2) AUCTIONS.</p> <p>THE FIRST AUCTION WILL BE FOR TRAILER LOAD QUANTITY EXPRESSED IN A PER CARTON PRICE BASED ON FOB-ORIGIN.</p> <p>THE SECOND AUCTION WILL BE FOR TRAILER LOAD QUANTITY EXPRESSED IN A PER CARTON PRICE BASED ON FOB-DESTINATION. ALL PRICING SUBMITTED MUST BE EXPRESSED IN "PER CARTON PRICING."</p> <p>***** REQUIRED TRAILER INFORMATION *****</p> <p>PLEASE PROVIDE THE FOLLOWING INFORMATION ON THE TRAILER THAT WILL BE USED DURING THIS CONTRACT.</p> <p>1. SIZE OF TRAILER: _____ FT.</p> <p>2. NUMBER OF PALLETS PER TRAILER: _____</p> <p>3. NUMBER OF CARTONS PER PALLET: _____</p> <p>Period of Performance: 10/01/2009 to 09/30/2010</p>				
0001	<p>TRAILER LOAD - FOB: ORIGIN, POS THERMAL RECEIPT ROLLS. (PLEASE EXPRESS YOUR TRAILER LOAD PRICE ON A PER CARTON PRICE.)</p> <p>FOB: Origin</p>	1	CT		
0002	<p>TRAILER LOAD - FOB: DESTINATION, POS THERMAL</p> <p>Continued ...</p>	1	CT		

CONTINUATION SHEET

REQUISITION NO.

PAGE OF
3 3

CONTRACT/ORDER NO.

AWARD/
EFFECTIVE DATE

MASTER/AGENCY CONTRACT NO.

SOLICITATION NO.

2DW-09-A-0018

SOLICITATION
ISSUE DATE

07/29/2009

ITEM NO	SCHEDULE OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>RECEIPT ROLLS. (PLEASE EXPRESS YOUR TRAILER LOAD PRICE ON A PER CARTON BASIS.)</p> <p>FOB: Destination</p>				

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PART 1 - COVER SHEET AND SCHEDULE

1.0 PERIOD OF PERFORMANCE:

The Period of Performance for this contract is one (1) year, with the possibility of four (4) one-year options to renew. Renewal is at the discretion of the United States Postal Service from the actual award date. Pricing will be reviewed and renegotiated at the time of each renewal. Initial period of performance will commence at contract award. (Actual award date and actual start date may vary).

1.1 DELIVERY PERFORMANCE:

Delivery will be Monday through Friday between the hours of 7:00AM and 2:00AM (local time). Product under this contract will be delivered to following addresses:

United States Postal Service
Topeka Materials Distribution Center
500 SW Gary Ormsby Drive
Receiving Building 300
Topeka, KS 66624-9998

United States Postal Service
Plainfield Critical Parts Center
758 Columbia Dr.
Plainfield, IN 46168-7558

Additional warehouse locations may be added during the term of the contract.

1.2 ITEMS & PRICES:

The successful bidder shall provide the United States Postal Service Point of Sale (POS) thermal receipt rolls in accordance with Attachment No.001 – Point of Sale (POS) Specifications and Packaging Description.

The quantities of supplies or services specified in the Delivery Schedule – Attachment No.004 are not purchased until ordered. The schedule provided is tentative and subject to change, as the needs of the Postal Service change. In fiscal year 2009, the projected total cases of Point of Sale thermal receipt rolls is approximately 86,400 cases. The estimated total contract value for CY2010 is projected to be \$3.1M.

1.3 ITEM SPECIFICATION AND PACKAGING DESCRIPTION:

Item Specifications are found in Attachment No.001 – Point of Sale (POS) Specifications and Packaging Description.

Warehouse Marking Requirements are listed in the following attachments: Packaging Data Sheet- Attachment No.002 and Marking Requirements for Supply or REDI Items – Attachment No.003.

Product received by any United States Postal Service warehouse location that does not meet the Postal Service's warehouse marking requirements, will be sent to a third party for proper warehouse marking at the expense of the supplier. Questions concerning the warehouse marking requirements, please contact Mr. Clayton Turner at 785.861.2829.

1.4 WARRANTIES:

The supplier will warrant the items delivered under this contract will be merchantable and fit for their intended use. All products manufactured or converted must be of current manufacturing stock. Seconds or overruns from other jobs are unacceptable.

1.5 WRITTEN RESPONSE TO THIS SOLICITATION:

All prospective suppliers are required to submit a written response to this solicitation containing, but not limited to, the following information, as well as all applicable data outlined in Parts 1 and 2 of this Solicitation.

- A. Manufacturer your company plans to bid on, (Appleton, Kanzaki, Koehler, or Mitsubishi)
- B. Past performance documentation and references.
- C. Financial statements, (Most recent Balance Sheet and Cash Flow Statement)
- D. Letter from manufacturer – on manufacturer's letterhead confirming that product will be available to the United States Postal Service as scheduled.
- E. Do not provide pricing with your solicitation at this time. Pricing information will only be accepted through the electronic reverse auction.

This written response is due no later than the close of business, August 24, 2009. A hard copy must be mailed to the following address:

Paul A. DiGrassi, C.P.M.
Purchasing & Supply Management Specialist
United States Postal Service
8 Griffin Road North, Suite F
Windsor, CT 06095-1572

An electronic copy may be submitted to paul.a.digrassi@usps.gov.

1.6 SUPPLIER REPORTS AND BUSINESS REVIEWS:

The supplier will/may be required to hold quarterly business reviews with the Postal Service Purchase Team to discuss reporting information. A summary of the minimum electronically required reports is listed below. Reporting is required by Postal facility finance number and/or FED STRIP number level with national roll-up capabilities.

- Average dollar value of orders (total dollar value/total orders)
- Total number of orders received
- Total dollar value of orders received
- Number and dollar value of returns
- Average order receipt to ship time
- Order process cycle time
- Quarterly Subcontracting Reports
- Back order report
- Industry trend report

1.7 PROCESS PAYMENT:

The San Mateo, CA Accounting Service Center (ASC) will make payment by Electronic Funds Transfer (EFT).

1.8 ELECTRONIC REVERSE AUCTION PRICE SUBMISSION:

The United States Postal Service intends to conduct an on-line competitive reverse auction to be facilitated by the third-party reverse auction provider, USPS eSourcing Solution. If your organization wishes to participate in this electronic reverse auction regarding the Postal Service's POS thermal receipt rolls requirements, you must go to: <https://uspsesourcing.emptoris.com> and register your organization by close of business on August 19, 2009.

From the login page, click on the "Register Supplier Organization" hyperlink and provide all the required information. Registered suppliers will be notified by way of e-mail when the solicitation is posted and will be required to complete training prior to participation in the reverse auction event.

Failure to register your organization by August 19, 2009 at 11:59 PM EDT may preclude your company from participating in the event.

The date of this Electronic Reverse Auction is August 27, 2009 at 2:00PM-EST. USPS eSourcing Solution has developed an on-line, anonymous, browser based application to conduct the reverse auction. An Offeror may submit a series of pricing bids, which descend in price during the specified period of time for the aforementioned reverse auction. The United States Postal Service is taking this action in an effort to improve both vendor access and awareness of requests and the Postal Service's ability to gather multiple, completed, real-time bids.

All responsible Offerors that respond to this solicitation must submit the pricing portion of their bid using the on-line exchange USPS eSourcing Solution. **** The electronic reverse auction will consist of two (2) auctions. The first auction will be for trailer load pricing based on FOB-Origin. The second auction will be for trailer load pricing based on FOB-Destination. All pricing submitted during the electronic reverse must be expressed in "per carton pricing."* Offeror's will receive an e-mail from USPS eSourcing Solution to register and receive training for this reverse auction.

NOTE: Offerors may not artificially manipulate the prices of a transaction on USPS eSourcing Solution by any means. It is unacceptable to place bad faith bids, to use decoys in the electronic reverse auction process, or to collude with the intent or effect of hampering the competitive bid process.

In addition to providing pricing at USPS eSourcing Solution for this solicitation, each Offeror must provide any required, NON-PRICING responses (e.g. Provision 4-3 Representations and Certifications, etc.) so that they are received at the solicitation depository address no later than the closing date and time for this solicitation.

First scheduled delivery shall be made within ten (15) days or less after receipt of order. The first scheduled delivery date is subject to change as to deplete any current stock that may be present in any of the Postal Service's warehouses.

1.9 REVERSE AUCTION TRAINING REQUIREMENTS:

1. Go to <http://uspsesourcing.emptoris.com>
2. With the name and password supplied at the time you registered your organization, sign in to the USPS eSourcing Solution.
3. Once you have successfully signed in, you will now come to the "View RFx(s) page.
4. On the top right of the View RFx page there are six picture icons, i.e. a magnifying glass, an envelope, a house, a question mark, a computer monitor with a silhouette of a person, and a man entering a door.
5. Move your mouse cursor over the fifth icon – computer monitor with a silhouette of a person. Click on this icon.
6. You are now at the "Supplier Tutorial." There are seven boxes of tutorials on the top of the page.
7. As a bidder you are required to watch two supplier tutorials:
 - a.) All Auctions
 - b.) Reverse Auction/Staggered Events

8. Place your cursor over the All Auctions. The box will now turn orange in color and provide two additional titles will appear below. Double click on the two titles. It will take a second, and then the Supplier Training Tutorial video will begin to play. Depending on your computer settings, you may receive a Security Information Notice. Click yes, and the tutorial will begin. At the end of the tutorial, close the "Overview" window by clicking on the "X" in the red box at the right hand corner of the window.
9. After reviewing the "All Auctions" tutorial, the second tutorial "Reverse Auction/Staggered Events" must be viewed.
10. Place your cursor over "Reverse Auctions/Staggered Events". The box will now turn orange, and show seven additional titles will appear below.
11. Place your cursor over the "Placing a Simple Bid on Item-Staggered." Double click on the title. It will take a second then the "Placing a Simple Bid on Item-Staggered tutorial will begin to play. Depending on your computer settings, you may receive a Security Information Notice. Click yes, and the tutorial will begin. At the end of the tutorial, close the "Overview" window by clicking on the "X" in the red box at the right hand corner of the window.
12. You have now completed the necessary training that will allow you to participate in the electronic reverse auction. Please use the messaging feature in the system to forward any questions or concerns you may have about the electronic reverse auctions training.

2.0 CONTRACT PRICING SUMMARY:

In the event an award is made from this solicitation, the potential offeror will be required to prepare a cost proposal. The cost proposal must provide sufficient detail to permit a thorough and complete evaluation by the Postal Service.

The basis for the cost proposal rates (including a copy of indirect cost pool and a computational trail used to arrived at the proposed per carton rate shall be clearly identified.

Contact Information: Name: Paul A. DiGrassi, Title: Contracting Officer, Phone: 860.285.7007, Fax: 860.285.7272, e-mail: paul.a.digrassi@usps.gov

ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation numbered and dated as follows:

Amendment Number	Date	Amendment Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

REMITTANCE ADDRESS

Remittance Address (if different from Block 16, PS Form 8203)

INVOICE STATEMENT

All invoices **MUST** reference the Contract Number and corresponding line item number listed on this purchase document. Invoices not in compliance may result in delayed payment.

NAICS SELF-CERTIFICATION

For supplier self-certification, NAICS code is applicable to this solicitation (for more information visit www.sba.gov).

PRIVACY ACT STATEMENT

PRIVACY ACT STATEMENT

To the extent that the information you provide is about an individual, the Privacy Act will apply. Collection of that information is authorized by 39 USC 401. As a routine use, the information may be disclosed to an appropriate government agency, domestic or foreign, for law enforcement purposes; where pertinent, in a legal proceeding to which the USPS is a party or has an interest; to a government agency in order to obtain information relevant to a USPS decision concerning employment, security clearances, contracts, licenses, grants, permits, or other benefits; to a government agency upon its request when relevant to its decision concerning employment, security clearances, security, or suitability investigations, contracts, licenses, grants, or other benefits; to a congressional office at your request; to an expert, consultant, or other person under contract with the USPS to fulfill an agency function; to the Federal Records Center for storage; to the Office of Management and Budget for review of private relief legislation; to an independent certified public accountant during an official audit of USPS finances; to an investigator, administrative judge or complaints examiner appointed by the Equal Employment Opportunity Commission for investigation of a formal EEO complaint under 29 CFR 1614; to the Merit Systems Protection Board or Office of Special Counsel for proceedings or investigations involving personnel practices and other matters within their jurisdiction; to a labor organization as required by the National Labor Relations Act; to a federal, state or local agency, financial institution or other appropriate entity for the purpose of verifying an individual's or entity's eligibility or suitability for engaging in a transaction. In addition, the following disclosures may be made to any person: a solicitation mailing list when a purchase is highly competitive and competitions will not be harmed by release, or to provide an opportunity for potential subcontractors seeking business; a list of lessors of real or personal property to the Postal Service; a list of entities with whom the Postal Service transacts for goods or services, interests in real property, construction, financial instruments, or intellectual property; and the identity of the successful offeror. Completion of this form is voluntary; however, if this information is not provided, we will be unable to process your request.

PART 2 - PROVISIONS

PROVISION A-1 RESTRICTION ON DISCLOSURE AND USE OF DATA (MARCH 2006)

Offerors that include in their proposals data they do not want used or disclosed by the Postal Service for any purpose other than proposal evaluation may take the following steps:

- a. Include on the front page or in the introductory material of their proposal the following: "This proposal includes data that may not be duplicated, used, or disclosed outside the Postal Service - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of such data, the Postal Service will have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Postal Service's right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (Offeror insert numbers or other identification of sheets)."
- b. Mark each sheet of data they wish to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

PROVISION 1-2 DOMESTIC SOURCE CERTIFICATE SUPPLIES (MARCH 2006)

The offeror certifies that each end product, except those listed below, is a domestic-source end product (as defined in the Preference for Domestic Supplies clause) or (subject to the eligibility thresholds set out in the Evaluate Foreign and Domestic Proposals topic in Process Step 2, Evaluate Sources of the Postal Service Supplying Practices) end products mined, produced, or manufactured in (i) countries that have entered into World Trade Organization Government Procurement Agreement (WTO GPA) or (ii) a country that has entered into a Free Trade Agreement (FTA) with the United States covering government purchases and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States. Excluded end products (Offeror show country of origin for each excluded end product):

PROVISION 1-4 PROHIBITION AGAINST CONTRACTING WITH FORMER POSTAL SERVICE OFFICERS OR PCES EXECUTIVES (MARCH 2006)

The offeror represents that former Postal Service officers or Postal Career Executive Service (PCES) executives will not be employed as key personnel, experts or consultants in the performance of the contract if such individuals, within 1 year of their retirement from the Postal Service, will be performing substantially the same duties as they performed during their career with the Postal Service. In addition, no contract resulting from this solicitation may be awarded to such individuals or entities in which they have a substantial interest, for 1 year after their retirement from the Postal Service, if the work called for in the solicitation requires such individuals to perform substantially the same duties as they performed during their career with the Postal Service.

PROVISION 1-5 PROPOSED USE OF FORMER POSTAL SERVICE EMPLOYEES (MARCH 2006)

In its proposal, the supplier must identify any former Postal Service employee it proposes to engage in the performance, directly or indirectly, in the performance of the contract. The Postal Service reserves the right to require the supplier to replace the proposed individual with an equally qualified individual.

PROVISION 2-1 WARRANTY INFORMATION (MARCH 2006)

Offerors are encouraged to submit information on any standard commercial warranties provided for offered products. The Postal Service will consider these warranties in determining the most advantageous proposal, to the extent provided in the evaluation factors.

PROVISION 2-4 EVALUATION EXCLUSIVE OF OPTIONS (MARCH 2006)

The Postal Service will evaluate offers for award purposes by including the price for the basic requirement, i.e., options will not be included in the evaluation of award purposes.

PROVISION 3-1 NOTICE OF SMALL, MINORITY, AND WOMAN-OWNED BUSINESS SUBCONTRACTING REQUIREMENTS (MARCH 2006)

All suppliers, except small businesses, or unless this purchase is being made under commercial purchasing procedures, must submit with their proposals the contract-specific subcontracting plan required by Clause 3-1, Small, Minority, and Woman-owned Business Subcontracting Requirements. Generally, this plan must be agreed to by both the supplier and the Postal Service before award of the contract.

PROVISION 4-1 STANDARD SOLICITATION PROVISIONS (NOVEMBER 2007)

a. Submission of Offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified on this solicitation. Offers may be submitted on PS Form 8203, Order/Solicitation/Offer/Award, letterhead stationary, or as otherwise specified in the solicitation. As a minimum offers must show:

- (1) Solicitation number;
- (2) The name, address and telephone number of the offeror;
- (3) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (4) Terms of any expressed warranty;
- (5) Price and any discount terms;
- (6) "Remit to" address, if different than mailing address;
- (7) A completed copy of the representations and certifications;
- (8) Acknowledgment of Solicitation Amendments;
- (9) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items, and other references (including contract numbers, point of contact, with telephone numbers, and other relevant information); and
- (10) If the offer is not submitted on PS Form 8203, include a statement specifying the extent of agreement with all terms and conditions and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation, may be excluded from consideration.

b. Business Disagreements. Business disagreements may be lodged with the Supplier Disagreement Resolution Official (SDR Official) if the supplier and the contracting officer have failed to resolve the disagreement as described in 39 CFR Part 601 (available for review at www.gpoaccess.gov/ecfr). The SDR Official will consider the disagreement only if it is lodged in accordance with the time limits and procedures described in 39 CFR Part 601. The SDR Official's decisions are available for review at usps.com.

c. Product Samples. When required by the solicitation, product samples must be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples must be submitted at no expense to the Postal Service and returned at the sender's request and expense, unless they are destroyed during pre award testing.

d. Multiple Offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

e. Late Offers. Offers or modifications of offers received at the address specified for the receipt of offers after

the exact time specified for receipt of offers will not be considered unless determined to be in the best interests of the Postal Service.

f. Type of Contract. The Postal Service plans to award a FIRM FIXED PRICE contract contracting officer insert type of contract; see the Select Contract Type topic of the Develop Sourcing Strategy task of Process Step 2: Evaluate Sources, of the Postal Service Supplying Practices) under this solicitation, and all proposals must be submitted on this basis. Alternate proposals based on other contract types will not be considered.

g. Contract Award. The Postal Service may evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. Discussions may be conducted if the Postal Service determines they are necessary. The Postal Service may reject any or all offers if such action is in the best interest of the Postal Service; accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

h. Multiple Awards. The Postal Service may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Postal Service reserves the right to make an award on any items for quantity less than the quantities offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

i. Incorporation by Reference. Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it, and its date. The text of incorporated terms may be found at <http://www.usps.com/purchasing/purchasingpubs/pubsmenu.htm> If checked, the following provision is incorporated in this solicitation by reference: (contracting officer will check as appropriate.)
[] Provision 3-1: Notice of Small, Minority, and Woman-owned Business Subcontracting Requirements (March 2006)

PROVISION 4-2 EVALUATION (MARCH 2006)

a. General. The Postal Service will award a contract resulting from this solicitation to the offeror whose offer conforming to the solicitation is deemed to offer the Postal Service the best value, price and other factors as specified considered.

In determining best value technical evaluation factors will weigh more than pricing.

- Technically Acceptable Paper – Appleton, Kanzaki, Koehler, or Mitsubishi
- Ability to Meet Delivery Schedule
- Conformance With Warehouse Marking Requirements

b. Options. The Postal Service will not evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Postal Service may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options will not obligate the Postal Service to exercise the option(s).

c. Notice of Award. The Postal Service may accept an offer (or part of an offer), whether or not there are discussions after its receipt, before an offer's specified expiration time, unless a written notice of withdrawal is received before award. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, will result in a binding contract without further action by either party.

PROVISION 4-3 REPRESENTATIONS AND CERTIFICATIONS (MARCH 2006)

a. Type of Business Organization. The offeror, by checking the applicable blocks, represents that it:

(1) Operates as:

___ a corporation incorporated under the laws of the state of _____; or country of _____

_____, if incorporated in a country other than the United States of America.

- ☐ an individual;
- ☐ a partnership;
- ☐ a joint venture;
- ☐ a limited liability company;
- ☐ a nonprofit organization; or
- ☐ an educational institution; and

(2) Is (check all that apply)

- ☐ a small business concern;
- ☐ a minority business (indicate minority below):
 - ☐ Black American
 - ☐ Hispanic American
 - ☐ Native American
 - ☐ Asian American:
- ☐ a woman-owned business; or
- ☐ none of the above entities.

(3) **Small Business Concern.** A small business concern for the purposes of Postal Service purchasing means a business, including an affiliate, that is independently owned and operated, is not dominant in producing or performing the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121, particularly for different size standards for airline, railroad, and construction companies). For subcontracts of \$50,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors.

(4) **Minority Business.** A minority business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, or Asian Americans. (Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians. Asian Americans are U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Laotian, Kampuchean (Cambodian), Taiwanese, in the U.S. Trust Territories of the Pacific Islands or in the Indian subcontinent.)

(5) **Woman-owned Business.** A woman-owned business is a concern at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by being actively involved in day-to-day management.

(6) **Educational or Other Nonprofit Organization.** Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

b. Parent Company and Taxpayer Identification Number

(1) A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.

(2) Enter the offeror's U.S. Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security number or other Employee Identification Number (EIN) used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941, or as required by Internal Revenue Service (IRS) regulations.
Offeror's TIN: _____

(3) Check this block if the offeror is owned or controlled by a parent company: _____

(4) If the block above is checked, provide the following information about the parent company:

Parent Company's Name: _____

Parent Company's Main Office: _____

Address: _____

No. and Street: _____

City: _____ State: _____ ZIP Code: _____

Parent Company's TIN: _____

(5) If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the

name and TIN of the common parent of the affiliated group:

Name of Common Parent: _____

Common Parent's TIN: _____

c. Certificate of Independent Price Determination

(1) By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:

(a) The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;

(b) Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and

(c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

(2) Each person signing this proposal certifies that:

(a) He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or

(b) He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.

(3) Modification or deletion of any provision in this certificate may result in the disregarding of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

d. Certification of Nonsegregated Facilities

(1) By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

(2) As used in this certification, segregated facilities means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

(3) The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods):

Notice: A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

e. Certification Regarding Debarment, Proposed Debarment, and Other Matters (This certification must be completed with respect to any offer with a value of \$100,000 or more.)

(1) The offeror certifies, to the best of its knowledge and belief, that it or any of its principals:

(a) Are ___ are not ___ presently debarred or proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency;

(b) Have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen

property;

(c) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) above;

(d) Have ___ have not ___ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in conjunction with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(e) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (d) above.

(2) The offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.

(3) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and other persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

(4) The offeror must provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered as part of the evaluation of the offeror's capability (see the Conduct Supplier Capability Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources, in the Postal Service's Supplying Practices). The offeror's failure to furnish a certification or provide additional information requested by the contracting officer will affect the capability evaluation.

(6) Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(7) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

(8) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Postal Service, the contracting officer may terminate the contract resulting from this solicitation for default.

f. Incorporation by Reference. Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, its provision or clause number assigned to it, and its date. The text of incorporated terms may be found at

<http://www.usps.com/purchasing/purchasingpubs/pubsmenu.htm> If checked, the following provision(s) is incorporated in this solicitation by reference: (contracting officer will check as appropriate)

☐ (1) Provision 1-2: Domestic Source Certificate Supplies

☐ (2) Provision 1-3: Domestic Source Certificate - Construction Materials

☐ (3) Provision 9-1: Equal Opportunity Affirmative Action Program

☐ (4) Provision 9-2: Preaward Equal Opportunity Compliance Review

☐ (5) Provision 9-3: Notice of Requirements for Equal Opportunity Affirmative Action

PROVISION 4-4 DEMONSTRABILITY (MARCH 2006)

a. At the sole discretion of the Postal Service and before award of the contract, the Postal Service, upon notification by the contracting officer, may request a test demonstration to validate the technical acceptability of the offeror's proposal. The intent of the Postal Service in any test demonstration is to conduct a test of any or all products proposed by the offeror no less than 40 calendar days after receipt of the offeror's proposal and within 7 working days after the contracting officer's written notification, at a mutually agreeable site approved by the Postal Service.

b. The demonstration serves the sole purpose of validating/confirming the offeror's proposal and will not result in any additional revisions to that proposal, nor be construed to be an opportunity to revise.

c. While the Postal Service intends to conduct the demonstration only with the responsible offeror selected for this purchasing, the Postal Service reserves the right to request test demonstrations from any or all offerors in the competitive range. The demonstration will be conducted on a pass/fail basis. If the demonstration does not validate the offeror's proposal on the initial observation, the offeror will be afforded a second opportunity to correct the test deficiencies. Within 10 calendar days after notification of the unsatisfactory results, the offeror must conduct the second demonstration. If the offeror elects to substitute a product in any second demonstration, this product must be offered to the Postal Service at the same price (or a lower price), and be certified as functionally equivalent. If the offeror fails the second demonstration, the offeror will be unacceptable for after completion of the demonstration whether it was satisfactory or unsatisfactory.

d. The Postal Service reserves the right to proceed with a demonstration by the next-ranked offeror if such demonstration has not already been accomplished. The same terms and conditions would apply to this offeror.

PROVISION 9-1 EQUAL OPPORTUNITY AFFIRMATIVE ACTION PROGRAM (MARCH 2006)

The offeror, by checking the applicable block or blocks, represents that it

(1) ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) and ___ has, ___ has not filed the required reports with the Joint Reporting Committee, or (2) ___ has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.

PART 3 - CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

The above clauses are incorporated by reference as if set forth in full text. The text of these clauses may be accessed electronically at this address: <http://www.usps.com/purchasing/purchasingpubs/pubsmenu.htm> or, upon request, will be provided by the contracting officer.

CLAUSE B-1 DEFINITIONS (MARCH 2006)

As used in this contract, the following terms have the following meanings:

- a. Contracting officer. The person executing this contract on behalf of the Postal Service, and any other officer or employee who is a properly designated contracting officer; the term includes, except as otherwise provided in the contract, the authorized representative of a contracting officer acting within the limits of the authority conferred upon that person.
- b. Subcontracts. Except as otherwise provided in the contract, the term includes purchase orders under this contract.

CLAUSE B-3 CONTRACT TYPE (MARCH 2006)

This is a FIRM FIXED PRICE contract.

CLAUSE B-4 VARIATION IN QUANTITY (MARCH 2006)

- a. No variation in the quantity of any item called for by this contract will be accepted unless caused by conditions of loading, shipping, or packing, or allowances in the manufacturing process, and then only to any extent specified elsewhere in the contract.
- b. The supplier is responsible for delivering each item quantity within any allowable variations. If the supplier delivers, and the Postal Service receives, quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), these excess quantities will be treated as being delivered for the supplier's convenience.
- c. The Postal Service may retain excess quantities up to \$100 in value without compensating the supplier for them, and the supplier waives all right, title, or interests in them. Quantities in excess of \$100 will, at the option of the Postal Service, either be returned at the supplier's expense or retained and paid for at the contract unit price.
- d. If this contract calls for deliveries at different times, this clause applies to each delivery rather than to the aggregate of all deliveries under the contract.

CLAUSE B-7 RESPONSIBILITY FOR SUPPLIES (MARCH 2006)

Except as otherwise provided in this contract:

- a. The supplier is responsible for the supplies covered by the contract until they are delivered at the designated delivery point, regardless of the point of inspection;
- b. After delivery and before Postal Service acceptance or rejection and notification, the Postal Service is responsible for loss or destruction of or damage to the supplies only if it results from the negligence of officers, agents, or employees of the Postal Service acting within the scope of their employment; and
- c. The supplier bears all risks as to rejected supplies after notice of rejection, except that the Postal Service is

responsible for loss, destruction, or damage resulting from the negligence of officers, agents, or employees of the Postal Service acting within the scope of their employment.

CLAUSE B-9 CLAIMS AND DISPUTES (MARCH 2006)

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act" or "CDA").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the supplier seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d.2 below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount is not acted upon in a reasonable time.

d.

(1) A claim by the supplier must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the supplier is subject to a written decision by the contracting officer.

(2) For supplier claims exceeding \$100,000, the supplier must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the supplier believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the supplier."

(3) The certification may be executed by any person duly authorized to bind the supplier with respect to the claim.

e. For supplier claims of \$100,000 or less, the contracting officer must, if requested in writing by the supplier, render a decision within 60 days of the request. For supplier-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the supplier of the date by which the decision will be made.

f. The contracting officer's decision is final unless the supplier appeals or files a suit as provided in the Act.

g. When a CDA claim is submitted by or against a supplier, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in d(2) of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest in the amount found due and unpaid from:

(1) The date the contracting officer receives the claim (properly certified, if required); or

(2) The date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Interest clause.

j. The supplier must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the

contracting officer.

CLAUSE B-12 TERMINATION FOR CONVENIENCE OR DEFAULT (MARCH 2006)

- a. Performance under this contract may be terminated by the Postal Service in whole or in part whenever:
- 1) The supplier defaults in performing this contract (including in the term "default" any refusal or failure to prosecute the work diligently enough to ensure its completion within the time specified or any extension), and fails to cure the default within 10 days (or a longer period as the contracting officer may allow) after receipt from the contracting officer of a notice specifying the default; or
 - 2) The contracting officer determines that termination is in the best interests of the Postal Service. A termination may be effected by delivery to the supplier of a notice of termination specifying whether the termination is for default or for the convenience of the Postal Service, the extent of work terminated, and the effective date of the termination. If, after notice of termination for default under subparagraph a.1 above, it is determined that the supplier was not in default or that the delay was excusable, the notice of termination will be deemed to have been issued for the convenience of the Postal Service.
- b. Upon receipt of a notice of termination, unless otherwise directed by the contracting officer, the supplier must take the following actions:
- (1) Stop work under the contract to the extent specified in the notice.
 - (2) Place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the unterminated work.
 - (3) Terminate all orders and subcontracts to the extent that they relate to the work terminated.
 - (4) Assign to the Postal Service, as directed by the contracting officer, all right, title, and interest of the supplier under the orders and subcontracts terminated. The Postal Service has the right, in its discretion, to settle or pay claims arising out of these terminations.
 - (5) Settle all outstanding liabilities and all claims arising out of the termination of orders and subcontracts, with the approval or ratification of the contracting officer. The contracting officer's decision is final for the purposes of this clause.
 - (6) Transfer title to the Postal Service and deliver as directed by the contracting officer:
 - (a) Work in process, completed work, and other material produced as a part of or acquired for the work terminated; and
 - (b) The completed or partially plans, drawings, information, and other property that, if the contract had been completed, would have been furnished to the Postal Service.
 - (7) Use its best efforts to sell as directed by the contracting officer any property of the types referred to in subparagraph b.6 above, provided that the supplier may acquire property under the conditions prescribed and at prices approved by the contracting officer, and the proceeds of any such transfer will be applied in reduction of any payments to be made by the Postal Service to the supplier, or be credited to the price or cost of the work covered by this contract or paid in any manner directed by the contracting officer.
 - (8) Complete performance of the work not terminated.
 - (9) Take any action that may be necessary, or that the contracting officer may direct, for protecting and preserving any property related to this contract that is in the possession of this supplier and in which the Postal Service has or may acquire an interest.
- c. At any time, the supplier may submit to the contracting officer a list, certified as to quantity and quality, of termination inventory not disposed of and may request the Postal Service to remove inventory items or enter into a storage agreement covering them. Not later than 15 days after receiving this request, the Postal Service will accept title to the items and remove them or enter into a storage agreement. The list will be subject to verification by the contracting officer upon removal of the items or, if the items are stored, within 45 days after submission of the list.
- d. After termination, the supplier must submit to the contracting officer a termination claim in the form and with the certification prescribed by the contracting officer. The claim must be submitted promptly, but in no event more than 180 days after the effective date of termination, unless an extension in writing is granted by the contracting officer. However, if the contracting officer determines that the facts justify such action, any termination claim may be received and acted upon at any time after the 180-day period. Upon failure of the supplier to submit a termination claim within the time allowed, the contracting officer may determine, on the

basis of information available, the amount, if any, due the supplier by reason of the termination and will pay that amount.

e. Subject to the provision of paragraph d above, the supplier and the contracting officer may agree upon the whole or any part of the amount to be paid (including and allowance for the fee) to the supplier by reason of the termination.

f. If the supplier and the contracting officer fail to agree on the amount with respect to cost or fee, the contracting officer will determine, on the basis of information available, the amount, if any, due the supplier and pay the supplier as follows:

(1) If the settlement includes cost and fee:

(a) All costs and expenses reimbursable in accordance with this contract, not previously paid to the supplier and such as may continue for a reasonable time after termination;

(b) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders;

(c) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims, together with reasonable storage, transportation, and other costs incurred in connection with protecting or disposing of the termination inventory (however, if the termination is for default, there must not be included any amount for the preparation of the supplier's settlement proposal); and

(d) A portion of the fee payable under the contract, determined as follows:

(i) In the event of termination for convenience, a percentage of the fee equivalent to the percentage of the completion of work contemplated by the contract, but exclusive of subcontract effort included in subcontractor's termination claims, less fee payments previously made; or

(ii) In the event of termination for default, that proportionate part of the fee (or, if this contract calls for articles of different types, of such part of the fee as is reasonably allocable to the type of article under consideration) as the total number of articles accepted bears to the total number of articles of a like kind called for by this contract. If the amount determined under this subparagraph (2) is less than the total payment already made to the supplier, the supplier must repay to the Postal Service the excess.

(2) If the settlement includes only the fee, its amount will be determined in accordance with f.1(d) above.

g. Costs claimed, agreed to, or determined pursuant to paragraphs c, d, and e above must be in accordance with the Conduct Price/Cost Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources, of the Postal Service Supplying Practices in effect on the effective date of termination. The final settlement is limited as provided in the Limitation of Cost clause of this contract.

h. The supplier has the right of review, under the Claims and Disputes clause, of any determination made by the contracting officer under paragraph d or f above, except that if the supplier fails to request an extension of time, the supplier will have no right of review. In any case where the contracting officer determines the amount due under paragraph d or f above, the Postal Service must pay to the supplier the following:

(1) If there is no right of review under this clause or if no timely review has been taken, the amount determined by the contracting officer; or

(2) If a review has been taken, the amount finally determined.

i. There will be deducted:

(1) All unliquidated advance or other payments made to the supplier applicable to the terminated portion of this contract;

(2) Any claim the Postal Service may have against the supplier; and

(3) The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the supplier or sold in accordance with this clause.

j. If the termination is partial, the portion of the fee payable for the continued portion of the contract must be equitably adjusted by agreement between the supplier and the contracting officer.

k. The Postal Service may, under the terms and conditions it may prescribe, make partial payments against costs incurred by the supplier in connection with the terminated portion of the contract whenever, in the opinion of the contracting officer, the aggregate of the partial payments is within the amount to which the supplier will be entitled. If the total of these payments exceeds the amount finally determined to be due under this clause, the excess must be repaid to the Postal Service upon demand, together with interest calculated in accordance with the Interest clause of this contract, for the period from the date the excess payment is received by the supplier to the date on which the excess is repaid to the Postal Service. However, no interest will be charged with respect to an excess payment attributable to a reduction in the supplier's claim by reason of retention or other disposition

of termination inventory, until 10 days after the date of the retention or disposition.

CLAUSE B-15 NOTICE OF DELAY (MARCH 2006)

Immediately upon becoming aware of any difficulties that might delay deliveries under this contract, the supplier will notify the contracting officer in writing of them. The notification must identify the difficulties, the reasons for them, and the estimated period of delay anticipated. Failure to give notice may preclude later consideration of any request for an extension of contract time.

CLAUSE B-16 SUSPENSIONS AND DELAYS (MARCH 2006)

a. If the performance of all or any part of the work of this contract is suspended, delayed, or interrupted by:

(1) An order or act of the contracting officer in administering this contract; or

(2) By a failure of the contracting officer to act within the time specified in this contract - or within a reasonable time if not specified - an adjustment will be made for any increase in the cost of performance of this contract caused by the delay or interruption (including the costs incurred during any suspension or interruption). An adjustment will also be made in the delivery or performance dates and any other contractual term or condition affected by the suspension, delay, or interruption. However, no adjustment may be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the supplier, or for which an adjustment is provided or excluded under any other term or condition of this contract.

b. A claim under this clause will not be allowed:

(1) For any costs incurred more than 20 days before the supplier has notified the contracting officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

CLAUSE B-18 SUBCONTRACTS (MARCH 2006)

a. Subcontract, as used in this clause, includes, but is not limited to, purchase orders and changes and modifications to purchase orders. The supplier must notify the contracting officer reasonably in advance of entering into any subcontract if the supplier does not have a purchasing system approved by a federal government agency and if the subcontract:

(1) Is to be a cost-reimbursement, time-and-materials, or labor-hour contract estimated to exceed \$25,000 including any fee;

(2) Is proposed to exceed \$100,000; or

(3) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that in the aggregate is expected to exceed \$100,000.

b. The advance notification required by paragraph a above must include:

(1) A description of the supplies or services to be subcontracted;

(2) Identification of the type of subcontract to be used;

(3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;

- (4) The proposed subcontract price and the supplier's cost or price analysis;
- (5) The subcontractor's current, complete, and accurate cost or pricing data if required by other contract provisions; and
- (6) A negotiation memorandum reflecting:
 - (a) The principal elements of the subcontract price negotiations;
 - (b) The most significant consideration controlling establishment of initial or revised prices;
 - (c) The reason cost of pricing data were or were not required;
 - (d) The extent, if any, to which the supplier did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (e) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the supplier and subcontractor; and the effect of any such defective data on the total price negotiated;
 - (f) The reasons for any significant differences between the supplier's price objective and the price negotiated; and
 - (g) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation must identify each critical performance element, management decisions used to quantify each incentive element, reasons for incentives, and a summary of all trade-off possibilities considered.
- c. The supplier agrees to select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- d. The contracting officer may disapprove any subcontract in writing for which advance notification is required under paragraph a above.
- e. Even if the supplier's purchasing system has been approved, the supplier must obtain the contracting officer's written consent before placing subcontracts that have been selected for special surveillance and so identified in the Schedule of the contract.
- f. The lack of disapproval does not constitute a determination:
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the acceptability of any subcontract price or of any amount paid under any subcontract; or
 - (3) To relieve the supplier of any responsibility for performing this contract.
- g. No subcontract under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

CLAUSE B-20 INVOICES (MARCH 2006)

- a. The supplier's invoices must be submitted before payment can be made.
- b. The supplier agrees that submission of an invoice to the Postal Service for payment is a certification that:
 - (1) Any services being billed for have been performed in accordance with the contract requirements; and
 - (2) Any supplies for which the Postal Service is being billed have been shipped or delivered in accordance with shipping instructions issued by the contracting officer in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated in the contract.
- c. To ensure prompt payment, an invoice must be submitted for each destination and each shipment. Each invoice must contain:
 - (1) The supplier's name and address;
 - (2) The contract number;

- (3) Any applicable task or delivery order number;
- (4) A description of the supplies or services and the dates delivered or performed;
- (5) The point of shipment or delivery;
- (6) Any applicable unit prices and extensions;
- (7) Shipping and payment terms; and
- (8) Any additional information required by the contract.

CLAUSE B-22 INTEREST (MARCH 2006)

The Postal Service will pay interest on late payments and unearned prompt payment discounts in accordance with the Prompt Payment Act, 31 U.S.C. 3901 et. seq., as amended by the Prompt Payment Act Amendments of 1988, P.L. 100-496.

CLAUSE B-25 ADVERTISING OF CONTRACT AWARDS (MARCH 2006)

Except with the contracting officer's prior approval, the supplier agrees not to refer in its commercial advertising to the fact that it was awarded a Postal Service contract or to imply in any manner that the Postal Service endorses its products.

CLAUSE B-28 SAFETY AND HEALTH STANDARDS (MARCH 2006)

- a. Materials, supplies, articles, or equipment manufactured or furnished under this contract or order must conform to the Occupational Safety and Health Standards (29 CFR 1910) pursuant to authority in the Occupational Safety and Health Act of 1970 (OSHA), and to other safety and health requirements specified in this contract or order.
- b. If no OSHA standard exists, federal or other nationally recognized standards apply. Copies of current Occupational Safety and Health Standards are available from regional and/or area offices of the U.S. Department of Labor, Occupational Safety and Health Administration.
- c. If this contract or order contains a Postal Service standard and an OSHA standard covering the same general area of applicability, the Postal Service standard governs and takes precedence, unless the OSHA standard contains more rigorous or stringent safety requirements, in which case the OSHA standard governs and takes precedence.
- d. Upon delivery of the first article under the contract or order, or if none, upon delivery of the first production quantity, the supplier must execute a certification in a form acceptable to the contracting officer, attesting to the conformance of the delivered items to the requirements of this clause.

CLAUSE B-39 INDEMNIFICATION (MARCH 2006)

The supplier must save harmless and indemnify the Postal Service and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any personal injury or property damage received or sustained by any person, persons or property growing out of, occurring, or attributable to any work performed under or related to this contract, resulting in whole or in part from negligent acts or omissions of the supplier, any subcontractor, or any employee, agent, or representative of the supplier or any subcontractor.

CLAUSE B-78 RENEWAL (MARCH 2006)

This contract may be renewed by mutual agreement of the parties.

CLAUSE B-80 LAWS AND REGULATIONS APPLICABLE (MARCH 2006)

This contract and the services performed under it are subject to all applicable federal, state and local laws and regulations. The supplier shall faithfully discharge all duties and obligations imposed by such laws and

regulations, and shall obtain and pay for all permits, licenses, and other authorities required to perform this contract.

CLAUSE 1-1 PRIVACY PROTECTION (JULY 2007)

In addition to other provisions of this contract, the supplier agrees to the following:

a. **Privacy Act.** If the supplier operates a system of records on behalf of the Postal Service, the Privacy Act (5 U.S.C. 522a) and Postal Service regulations at 39 CFR Parts 266-267 apply to those records. The supplier is considered to operate a system of records if it manages records (including collecting, revising, or disseminating records) from which information is retrieved by the name of an individual or by some number, symbol, or other identifier assigned to the individual. The supplier agrees to comply with the Act and the Postal Service regulations in designing, developing, and operating the system of records, including ensuring that records are current and accurate for their intended use, and incorporating adequate safeguards to prevent misuse or improper disclosure of personal information. Violations of the Act may subject the violator to criminal penalties.

b. **Customer or Employee Information.** If the supplier has access to Postal Service customer or employee information, including address information, whether collected online or offline by the Postal Service or by a supplier acting on its behalf, the supplier must comply with the following:

(1) **General.** With regard to the Postal Service customer information to which it has access pursuant to this contract, the supplier has that access as an agent of the Postal Service and must adhere to its postal privacy policy at www.usps.com/common/docs/privpol.htm.

(2) **Use, Ownership, and Nondisclosure.** The supplier may use Postal Service customer or employee information solely for purposes of this contract, and may not collect or use such information for non-Postal Service marketing, promotion, or any other purpose without the prior written approval of the contracting officer. The supplier must restrict access to such information to those employees who need the information to perform work under this contract, and must ensure that each such employee (including subcontractors' employees) sign a nondisclosure agreement, in a form suitable to the contracting officer, prior to being granted access to the information. The Postal Service retains sole ownership and rights to its customer or employee information. Unless the contract states otherwise, upon completion of the contract the supplier must turn over all Postal Service customer or employee information in its possession to the Postal Service, and must certify that no Postal Service customer or employee information has been retained unless otherwise authorized in writing by the contracting officer.

(3) **Security Plan.** When applicable, and unless waived in writing by the contracting officer, the supplier must work with the Postal Service to develop and implement a security plan that addresses the protection of customer or employee information. The plan will be incorporated into the contract and followed by the supplier, and must, at a minimum, address notification to the Postal Service of any security breach. If the contract does not include a security plan at the time of contract award, it must be added within 60 days after contract award.

(4) **Breach Notification.** If there is a breach of any nature in the security of Postal Service data, including customer or employee data, the supplier must follow the breach notification requirements included in the security plan discussed in (3) above. The supplier will be required to follow Postal Service policies regarding breach notification to customers and/or employees.

(5) **Legal Demands for Information.** If a legal demand is made for Postal Service customer or employee information (such as by subpoena), the supplier must immediately notify the contracting officer and the nearest office of the Postal Inspection Service. After notification, the Postal Service will determine whether and to what extent to comply with the legal demand. Should the Postal Service agree to or unsuccessfully resist a legal demand, the supplier may, with the written permission of the contracting officer, release the information specifically demanded.

c. **Online Assistance.** If the supplier assists in the design, development, or operation of a Postal Service customer Web site, or if it designs or places an ad banner, button, or link on a Postal Service Web site or any Web site on the Postal Service's behalf, the supplier must comply with the limitations in subparagraph b(1) above relating to ad banners, buttons, or links, and the use of cookies, web beacons, or other web analysis tools. Exceptions to these limitations require the prior written approval of the contracting officer and the Postal Service's Chief Privacy Officer.

d. **Marketing E-Mail.** If the supplier assists the Postal Service in conducting a marketing e-mail campaign, the supplier does so as an agent of the Postal Service and must adhere to the Postal Service policies set out in Postal Service Management Instruction AS-350-2004-4, Marketing E-mail. Suppliers wishing to conduct marketing email campaigns to postal employees must first obtain the prior written approval of the contracting officer.

e. **Audits.** The Postal Service may audit the supplier's compliance with the requirements of this clause, including through the use of online compliance software.

f. **Indemnification.** The supplier will indemnify the Postal Service against all liability (including costs and fees) for damages arising out of violations of this clause.

g. **Flow-down.** The supplier will flow this clause down to subcontractors that would be covered by any portion of this clause if they were the supplier.

CLAUSE 1-5 GRATUITIES OR GIFTS (MARCH 2006)

a. The Postal Service may terminate this contract for default if, after notice and a hearing, the Postal Service Board of Contract Appeals determines that the supplier or the supplier's agent or other representative:

(1) Offered or gave a gratuity or gift (as defined in 5 CFR 2635) to an officer or employee of the Postal Service; and

(2) Intended by the gratuity or gift to obtain a contract or favorable treatment under a contract.

b. The rights and remedies of the Postal Service provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CLAUSE 1-7 ORGANIZATIONAL CONFLICTS OF INTEREST (MARCH 2006)

a. **Warranty Against Existing Conflicts of Interest.** The supplier warrants and represents that, to the best of its knowledge and belief, it does not presently have organizational conflicts of interest that would diminish its capacity to provide impartial, technically sound, objective research assistance or advice, or would result in a biased work product, or might result in an unfair competitive advantage, except for advantages flowing from the normal benefits of performing this agreement.

b. **Restrictions on Contracting.** The supplier agrees that during the term of this agreement, any extensions thereto, and for a period of 2 years thereafter, neither the supplier nor its affiliates will perform any of the following:

(1) Compete for any Postal Service contract for production of any product for which the supplier prepared any work statement or specifications or conducted any studies or performed any task under this agreement.

(2) Contract (as the provider of a component or the provider of research or consulting services) with any offeror competing for any Postal Service contract for production of any product for which the supplier prepared any work statements or specifications or conducted any studies or performed any task under this agreement.

(3) Contract (as the provider of a component or the provider of research or consulting services) with the offeror which wins award of a Postal Service contract for production of any product for which the supplier prepared any work statement or specifications or conducted any studies or performed any task under this agreement.

c. **Possible Future Conflicts of Interest.** The supplier agrees that, if after award of this agreement, it discovers any organizational conflict of interest that would diminish its capacity to provide impartial, technically sound, objective research assistance or advice, or would result in a biased work product, or might result in an unfair competitive advantage, except advantages flowing from the normal benefits of performing this agreement, the supplier will make an immediate and full disclosure in writing to the contracting officer, including a description

of the action the supplier has taken or proposes to take to avoid, eliminate, or neutralize this conflict of interest.

d. Nondisclosure of Confidential Material

(1) The supplier recognizes that, in performing this agreement, it may receive confidential information. To the extent that and for as long as the information is confidential, the supplier agrees to take the steps necessary to prevent its disclosure to any third party without the prior written consent of the contracting officer.

(2) The supplier agrees to indoctrinate its personnel who will have access to confidential information as to the confidential nature of the information, and the relationship under which the supplier has possession of this information.

(3) The supplier agrees to limit access to the confidential information obtained, generated, or derived, and to limit participation in the performance of orders under this agreement to those employees whose services are necessary for performing them.

e. Postal Service Remedy. If the supplier breaches or violates any of the warranties, covenants, restrictions, disclosures or nondisclosures set forth under this clause, the Postal Service may terminate this agreement, in addition to any other remedy it may have for damages or injunctive relief.

CLAUSE 1-11 PROHIBITION AGAINST CONTRACTING WITH FORMER OFFICERS OR PCES EXECUTIVES (MARCH 2006)

During the performance of this contract, former Postal officers or Postal Career Executive Service (PCES) executives are prohibited from employment by the contractor as key personnel, experts or consultants, if such individuals, within 1 year after their retirement from the Postal Service, would be performing substantially the same duties as they performed during their career with the Postal Service.

CLAUSE 1-12 USE OF FORMER POSTAL SERVICE EMPLOYEES (MARCH 2006)

During the term of this contract, the supplier must identify any former Postal Service employees it proposes to be engaged, directly or indirectly, in contract performance. Such individuals may not commence performance without the contracting officer's prior approval. If the contracting officer does not provide such approval, the supplier must replace the proposed individual former employee with another individual equally qualified to provide the services called for in the contract.

CLAUSE 2-1 INSPECTION AND ACCEPTANCE (MARCH 2006)

a. The supplier must be able to demonstrate that the supplies and services being provided conform to contract requirements. The Postal Service may require correction of defects and nonconformance at no cost to the Postal Service. If the supplier fails or refuses to correct the defects or nonconformance the Postal Service may, in addition to any other remedies provided by this contract:

- (1) Acquire replacement supplies or services from other sources at the supplier's expense; or
- (2) Accept the supplies or services at a reduced price.

b. The Postal Service may revoke acceptance if nonconforming performance is accepted:

- (1) because it has not been discovered before acceptance, as a result of the difficulty of discovery or because of the supplier's assurances, or
- (2) on the basis of a reasonable assumption that it would be cured.

c. The Postal Service has the same rights and duties upon revocation as upon rejection. Revocation of acceptance must occur within a reasonable time after the contracting officer discovers the deficiency.

d. The Postal Service, at its option, may at any stage in the performance of this contract, monitor the supplier's activities and efforts in performing the contract, to assure itself that contract requirements are being met. Such Postal Service oversight in no way relieves the supplier from its responsibility to perform in accordance with contract requirements.

CLAUSE 2-5 FIRST ARTICLE APPROVAL - POSTAL SERVICE TESTING (MARCH 2006)

a. At the time specified for first article testing, the supplier must deliver the units specified in the Schedule to the Postal Service at the testing facility set forth in the Schedule. The shipping documentation accompanying the first article must contain the number of this contract and the lot/item identification. The performance or other characteristics that the first article must meet, and the tests to which it will be subjected, are contained or referenced in this contract.

b. The contracting officer must, by written notice to the supplier within the time specified in the Schedule, approve, conditionally approve, or disapprove the first article. The notice of approval or conditional approval does not relieve the supplier from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval will state any further action required of the supplier. A notice of disapproval will cite reasons for the disapproval.

c. If the first article is disapproved, the supplier may be required, at the option of the Postal Service, to submit an additional first article for first article approval test. After each notification by the Postal Service to submit an additional first article, the supplier must at no additional cost to the Postal Service make any necessary changes, modifications, or repairs to the first article, or select another first article for testing. The additional first article must be furnished to the Postal Service under the terms and conditions and within the time specified in the notification. The Postal Service must take action on this additional first article within the same time limit referred to in paragraph b above. The costs of additional first article approval tests and all costs related to such tests must be borne by the supplier. The Postal Service reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule necessitated by additional first article approval tests.

d. If the supplier fails to deliver a first article on time, or if the contracting officer disapproves a first article, the contract may be terminated for default. Waiver of the right to terminate this contract for default does not relieve the supplier of responsibility to meet the delivery schedule for production quantities.

e. When the first article is not consumed or destroyed in testing, and unless otherwise provided in this contract, the supplier:

(1) May deliver an approved first article as a part of the contract quantity if it meets all terms and conditions of this contract for acceptance; and

(2) Is responsible for removal and disposition of any first article from the Postal Service test site at the supplier's expense.

f. The supplier is responsible for spare-parts support and repair of the first article during any first article approval test.

g. Before first article approval, acquisition of materials or components for the balance of the contract quantity or commencement of production is at the supplier's sole risk.

h. Costs incurred under paragraph g above are not allocable to this contract for progress payments before first article approval or for a termination settlement in the event of termination for convenience before first article approval.

CLAUSE 2-7 INCORPORATION OF WARRANTY (MARCH 2006)

The supplier's standard commercial warranty, as disclosed in the offeror's proposal, is incorporated as a part of this contract. However, any dispute concerning it will be resolved under the Claims and Disputes clause of this contract, notwithstanding any disputes procedure that may be specified in the warranty.

CLAUSE 2-9 DEFINITION OF DELIVERY TERMS AND SUPPLIER'S RESPONSIBILITIES (MARCH 2006)

a. If the contract specifies "f.o.b. destination," the following apply:

- (1) "F.o.b. destination" means delivery to the specified delivery point. Transportation costs are included in the contract price.
- (2) "F.o.b. destination, within the consignee's premises" means delivered free of expense to the Postal Service, within the doors of the specified building, including delivery to specific rooms when specified.
- (3) The supplier must:
 - (a) Pack and mark shipments to comply with contract specifications or, in their absence, prepare shipments in accordance with carrier requirements;
 - (b) Prepare and distribute commercial bills of lading;
 - (c) Be responsible for loss or damage occurring before receipt at the specified point of delivery;
 - (d) Furnish a delivery schedule and designate mode of delivery;
 - (e) Bear all delivery costs to the specified point of delivery; and
 - (f) Deliver goods, that meet the prescribed physical limitations of the current U.S. Postal Service Domestic Mail Manual, either by its own personnel/equipment or by use of the United States Postal Service, unless the contracting officer grants a waiver of this requirement.

b. If the contract specifies "delivered Postal Service facility, door, platform, or private siding," the following apply:

- (1) "Delivered postal facility, door, platform, or private siding" means delivery free of expense to the Postal Service:
 - (a) To the door of Postal Service facilities having no platforms or private siding;
 - (b) On the platform at Postal Service facilities having platforms but no private siding; or
 - (c) On the private siding at Postal Service facilities having private siding.
- (2) In addition to fulfilling the requirements of the Responsibility for Supplies clause, the supplier must:
 - (a) Pack and mark shipments to protect the goods from normal transportation hazards, promote prompt delivery, and comply with packing and marking specifications of the contract;
 - (b) Unload material at the door or on the platform in the case of b.1(a) and (b) above, free of expense to the Postal Service;
 - (c) Properly prepare and distribute commercial bills of lading; and
 - (d) Be responsible for loss or damage occurring before delivery to the specified delivery point.

c. If the contract specifies "f.o.b. origin," the following apply:

- (1) "F.o.b. origin" means delivery on board the indicated type of conveyance of the carrier (or of the Postal Service), at the specified point from which the shipment will be made and from which line haul transportation service (as distinguished from switching, local drayage, or other terminal service) begins. Transportation costs are borne by the Postal Service.
- (2) The supplier must:
 - (a) Pack and mark shipments to comply with contract specifications or, in their absence, prepare the shipment in accordance with carrier requirements and good commercial practices and secure the lowest applicable transportation charge.
 - (b) Order specified carrier equipment when requested by the Postal Service. Otherwise, order appropriate carrier equipment not in excess of capacity to accommodate the shipment.
 - (c) When loaded by the supplier, load, stow, trim, block, and/or brace shipments as required by the carrier's rules and regulations.
 - (d) Be responsible for loss or damage occurring before delivery to the carrier; and for loss or damage due to improper packing/marking and, when loaded by the supplier, from improper loading, stowing, trimming, blocking, and/or bracing of the shipment.
 - (e) Complete the government bill of lading supplied by the Postal Service or, when none is supplied, prepare a commercial bill of lading or other transportation receipt, to show:

- (i) A description of the shipment in terms of the governing freight classification or tariff under which the lowest freight rates are applicable;
 - (ii) The seals affixed to the conveyance, including the serial number on them, or other identification;
 - (iii) The length and capacity of cars or trucks ordered and furnished;
 - (iv) Other pertinent information required to effect prompt delivery to the consignee, including the routing and the name, delivery, and postal address of the consignee;
 - (v) Special instructions or annotations requested by the Postal Service for commercial bills of lading (for example, "To be converted to a government bill of lading"); and
 - (vi) The signature of carrier's agent and the date the shipment is received.
- (f) Distribute the bill of lading, or other transportation receipt, as directed by the Postal Service.
- (g) Supply with each invoice a memorandum copy of the government bill of lading, clearly indicating the signature of the carrier's agent, date of pickup, and the weight accepted by the carrier. If the weight is determined by the carrier after pickup, it must be annotated on the memorandum copy of the government bill of lading along with the following:

"I certify that the weight information is that obtained from the carrier.

Signed: "

- (3) Where delivery is to be made to points not included above, either of the following apply:
- (a) If the Postal Service has not specified otherwise, the supplier must ship on government bills of lading.
 - (b) If the Postal Service specifies that shipment is to be made on endorsed commercial bills of lading the supplier will be required to prepay all transportation charges, as follows:
 - (i) Delivery to the door of the specified destination by freight or express common carriers on articles for which store-to-door delivery is provided free, or subject to a charge pursuant to published tariffs or schedules filed with the federal and/or state regulatory bodies governing such carriers.
 - (ii) Delivery to siding at destination if not covered under (1) above.
 - (iii) Delivery to the freight station nearest destination if not covered under (1) or (2) above.
 - (iv) The supplier must annotate the commercial bill of lading as follows: "Property of the United States Postal Service."
 - (v) The actual transportation costs will be added to the supplier's invoice as a separate item. The costs must be based on the lowest published rate on file with the Interstate Commerce Commission or any state regulatory body. They must be supported by freight or express receipts marked "prepaid." If the receipts are not obtainable, annotate the invoice as follows:

"I certify that the items identified on this invoice were shipped prepaid, and freight or express receipts in support thereof are not obtainable:

Name:

Destination:

Names of Carriers:

Weight of shipment:

Transportation charges claimed:"

- (4) The Postal Service reserves the right to specify the mode of transportation and routing to be employed.

CLAUSE 2-17 OPTION FOR INCREASED QUANTITY (MARCH 2006)

The Postal Service may increase the quantity of supplies called for in this contract by the amounts stated in the Schedule and at the unit prices specified in the Schedule. The contracting officer may exercise this option, at any time within the period specified in the Schedule, by giving written notice to the supplier. Delivery of the items added by the exercise of this option will continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties otherwise agree.

CLAUSE 2-20 OPTION TO RENEW (WITH PRELIMINARY NOTICE) (MARCH 2006)

This contract is renewable, at the option of the Postal Service, by the contracting officer giving written notice of renewal to the supplier within the period specified in the Schedule; provided that, the contracting officer will have given preliminary notice of the Postal Service's intent to renew at least 60 days before this contract is to expire (such a preliminary notice will not be deemed to commit the Postal Service to renewals). If the Postal Service exercises this option for renewal, the contract as renewed includes this option clause. The duration of this contract, including renewals, may not exceed the time limit set forth in the Schedule.

CLAUSE 2-26 PAYMENT - FIXED PRICE (MARCH 2006)

The Postal Service will pay the supplier, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for work or supplies delivered and accepted or services rendered and accepted, less any deductions provided for by the contract. Unless the contract otherwise specifies, payment will be made on partial deliveries accepted by the Postal Service if:

- a. The amount due on the deliveries warrants it; or
- b. The supplier requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price, whichever is less.

CLAUSE 2-49 COST/PRICE REDUCTION (MARCH 2006)

During the term of this contract, the Postal Service reserves the right to negotiate price reductions for any good or service being purchased. During the term of this contract, the Postal Service expects the supplier to continually seek to improve production and performance processes and method, and to report on these efforts to the Postal Service. Additionally, price reductions may be sought by the Postal Service as a result of changes in market conditions, industry trends and indexes, or in cost/price indexes, and their impact on the supplier's cost elements or overall cost. The Postal Service may terminate this contract for convenience if it feels price reductions are warranted, but the parties cannot reach an agreement on such price reductions.

CLAUSE 3-2 PARTICIPATION OF SMALL, MINORITY, AND WOMAN-OWNED BUSINESSES (MARCH 2006))

- a. The policy of the Postal Service is to encourage the participation of small, minority, and woman-owned business in its purchases of supplies and services to the maximum extent practicable consistent with efficient contract performance. The supplier agrees to follow the same policy in performing this contract.
- b. Subject to the agreement of the supplier and the Postal Service, the supplier will report subcontracting activity on one of the following bases:
 - (1) Showing the amount of money paid to subcontractors during the reporting period;
 - (2) Showing subcontracting activity that is allocable to this contract using generally accepted accounting practices; or
 - (3) A combination of the methods listed above.
- c. The supplier will submit a report to the contracting officer within 15 calendar days after the end of each calendar-year quarter, describing all subcontract awards to small, minority, or woman-owned businesses. The contracting officer may require more frequent reports.

CLAUSE 4-1 GENERAL TERMS AND CONDITIONS (JULY 2007)

- a. **Inspection and Acceptance.** The supplier will only tender for acceptance those items that conform to the requirements of this contract. The Postal Service reserves the right to inspect or test supplies or services that

have been tendered for acceptance. The Postal Service may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Postal Service must exercise its post acceptance rights (1) within a reasonable period of time after the defect was discovered or should have been discovered and (2) before any substantial change occurs in the condition of the items, unless the change is due to the defect in the item.

b. Assignment. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

- (1) The contracting officer;
- (2) The surety or sureties upon any bond; and
- (3) The office, if any, designated to make payment, and the contracting officer has acknowledged the assignment in writing.

(4) Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

c. Changes

(1) The contracting officer may, in writing, without notice to any sureties, order changes within the general scope of this contract in the following:

- (a) Drawings, designs, or specifications when supplies to be furnished are to be specially manufactured for the Postal Service in accordance with them;
- (b) Statement of work or description of services;
- (c) Method of shipment or packing;
- (d) Places of delivery of supplies or performance of services;
- (e) Delivery or performance schedule;
- (f) Postal Service furnished property or facilities.

(2) Any other written or oral order (including direction, instruction, interpretation, or determination) from the contracting officer that causes a change will be treated as a change order under this paragraph, provided that the supplier gives the contracting officer written notice stating (a) the date, circumstances, and source of the order and (b) that the supplier regards the order as a change order.

(3) If any such change affects the cost of performance or the delivery schedule, the contract will be modified to effect an equitable adjustment.

(4) The supplier's claim for equitable adjustment must be asserted within 30 days of receiving a written change order. A later claim may be acted upon - but not after final payment under this contract - if the contracting officer decides that the facts justify such action.

(5) Failure to agree to any adjustment is a dispute under Clause B-9, Claims and Disputes, which is incorporated into this contract by reference (see paragraph s). Nothing in that clause excuses the supplier from proceeding with the contract as changed.

d. Reserved

e. Reserved

f. Reserved

g. Invoices

(1) The supplier's invoices must be submitted before payment can be made. The supplier agrees that submission of an invoice to the Postal Service for payment is a certification that:

(a) Any services being billed for have been performed in accordance with the contract requirements; and

(b) Any supplies for which the Postal Service is being billed have been shipped or delivered in accordance with the instructions issued by the contracting officer and that the supplies are in the quantity and of the quality designated in the contract.

(2) To ensure prompt payment, an original invoice (or electronic invoice, if authorized) must be submitted to the address designated in the contract to receive invoices for each destination and shipment. An invoice must contain:

(a) The supplier's name, remit to address (including ZIP+4) and phone number;

(b) Unique invoice number and invoice date;

(c) Any applicable task or delivery order number;

(d) A description of the supplies or services and the dates delivered or performed;

(e) The point of shipment or delivery;

(f) Quantity, unit of measure, unit price(s) and extension(s) of the items delivered;

(g) Shipping and payment terms, including GBL number if applicable; and

(h) Any additional information required by the contract.

h. Patent Indemnity. The supplier will indemnify the Postal Service and its officers, employees and agents against liability, including costs for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the supplier is reasonably notified of such claims and proceedings.

i. Payment

(1) Payment will be made for items accepted by the Postal Service that have been delivered to the delivery destinations set forth in this contract. The Postal Service will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR 1315. Payments under this contract may be made by the Postal Service either by electronic funds transfer (EFT), check, or government credit card at the option of the Postal Service. When the EFT payment method is selected, the Postal Service will provide the supplier with Form 3881, Supplier's Electronic Funds Transfer Enrollment Form, at contract award. The supplier must complete the form and submit it to the designated Postal Accounting Service Center to ensure the proper routing of payments.

2) In conjunction with any discount offered for early payment, time will be computed from the date of the invoice. For purposes of computing the discount earned, payment will be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

j. Risk of Loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract will remain with the supplier until, and will pass to the Postal Service upon:

1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or;

2) Delivery of the supplies to the Postal Service at the destination specified in the contract, if transportation is f.o.b. destination.

k. Taxes. The contract price includes all applicable federal, state, and local taxes and duties.

l. Termination for the Postal Service's Convenience. The Postal Service reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the supplier must immediately stop all work and must immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the supplier will be paid a percentage of the work performed prior to the notice of termination, plus reasonable charges the supplier can demonstrate to the satisfaction of the Postal Service using its standard record keeping system, have resulted from the termination. The supplier will not be paid for any work performed or costs incurred which reasonable could have been avoided.

m. **Termination for Default.** The Postal Service may terminate this contract, or any part hereof, for default by the supplier, or if the supplier fails to provide the Postal Service, upon request, with adequate assurances of future performance. In the event of termination for default, the Postal Service will not be liable to the supplier for any amount for supplies or services not accepted, and the supplier will be liable to the Postal Service for any and all rights and remedies provided by law. The debarment, suspension, or ineligibility of the supplier, its partners, officers, or principal owners under the Postal Service's procedures (see 39 CFR Part 601) may constitute an act of default under this contract, and such act will not be subject to notice and cure pursuant to any termination of default provision of this contract. If it is determined that the Postal Service improperly terminated this contract for default, such termination will be deemed a termination for convenience.

n. **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract will pass to the Postal Service upon acceptance, regardless of when or where the Postal Service takes physical possession.

o. **Warranty.** The supplier warrants and implies that the items delivered under this contract are merchantable and fit for the use for the particular purpose described in this contract.

p. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the supplier will not be liable to the Postal Service for consequential damages resulting from any defect or deficiencies in accepted items.

q. **Other Compliance Requirements.** The supplier will comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this contract.

r. **Order of Precedence.** Any inconsistencies in this solicitation or contract will be resolved by giving precedence in the following order; (1) the schedule of supplies and services; (2) the Assignment, Disputes, Payments, Invoice, Other Compliances and Compliance with Laws Unique to the Postal Service Contracts paragraphs of this clause; (3) the clause at 4-2 Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) Form 8203; (8) other documents, exhibits, and attachments, and (9) the specifications.

s. **Incorporation by Reference.** Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices and its date. The text of incorporated terms may be found at <http://www.usps.com/purchasing/purchasingpubs/pubsmenu>. The following clauses are incorporated in this contract by reference:

- 1) B-1, Definitions
- 2) B-9, Claims and Disputes
- 3) B-15, Notice of Delay
- 4) B-16, Suspensions and Delays
- 5) B-19, Excusable Delays
- 6) B-30, Permits and Responsibilities

t. **Shipping.** The supplier must deliver goods that meet the prescribed physical limitations of the current U.S. Postal Service Domestic Mail Manual either by its own personnel/equipment or by use of the United States Postal Service, unless the contracting officer grants a waiver of this requirement. The supplier is responsible for ensuring that the packing and packaging are sufficient to protect the goods and ensure usability upon receipt.

CLAUSE 4-2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT POLICIES, STATUTES OR EXECUTIVE ORDERS (MARCH 2006)

a. Incorporation by Reference

(1) Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices. The text of incorporated terms may be found at

<http://www.usps.com/cpim/ftp/manuals/pm/spp.pdf>. The following clauses are incorporated in this contract by reference:

- (1) Clause 1-5, Gratuities or Gifts (March 2006)
- (2) Clause B-9, Claims and Disputes (March 2006)
- (3) Clause B-25, Advertising of Contract Awards (March 2006)
- (4) Clause 9-1, Convict Labor (March 2006)
- (5) Clause 9-5, Contract Work Hours and Safety Standards Act - Safety Standards (March 2006)
- (2) If checked, the following additional clauses are also incorporated in this contract by reference: (contracting officer will check as appropriate.)
 - (1) ☐ Clause 1-1, Privacy Protection (July 2007)
 - (2) ☐ Clause 1-6, Contingent Fees (March 2006)
 - (3) ☐ Clause 1-9, Preference for Domestic Supplies (March 2006)
 - (4) ☐ Clause 1-10, Preference for Domestic Construction Materials (March 2006)
 - (5) ☐ Clause 3-1, Small, Minority, and Woman-owned Business Subcontracting Requirements (March 2006)
 - (6) ☐ Clause 3-2, Participation of Small, Minority, and Woman-owned Businesses (March 2006)
 - (7) ☐ Clause 9-2, Contract Work Hours and Safety Standards Act - Overtime Compensation (March 2006)
 - (8) ☐ Clause 9-3, Davis-Bacon Act (March 2006)
 - (9) ☐ Clause 9-6, Walsh-Healey Public Contracts Act (March 2006)
 - (10) ☐ Clause 9-7, Equal Opportunity (March 2006)
 - (11) ☐ Clause 9-10, Service Contract Act (March 2006)
 - (12) ☐ Clause 9-11, Service Contract Act - Short Form (March 2006)
 - (13) ☐ Clause 9-12, Fair Labor Standards Acts and Services Contract Act - Price Adjustments (March 2006)
 - (14) ☐ Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)
 - (15) ☐ Clause 9-14, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (March 2006)

b. Examination of Records.

- (1) Records. "Records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (2) Examination of Costs. If this is a cost-type contract, the supplier must maintain, and the Postal Service will have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination includes inspection at all reasonable times of the supplier's plants, or parts of them, engaged in the performance of this contract.
- (3) Cost or Pricing Data. If the supplier is required to submit cost or pricing data in connection with any pricing action relating to this contract, the Postal Service, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, will have the right to examine and audit all of the supplier's records, including computations and projections, related to:
 - (a) The proposal for the contract, subcontract, or modification;
 - (b) The discussions conducted on the proposal(s), including those related to negotiating;
 - (c) Pricing of the contract, subcontract, or modification; or
 - (d) Performance of the contract, subcontract or modification.
- (3) Reports. If the supplier is required to furnish cost, funding or performance reports, the contracting officer or any authorized representative of the Postal Service will have the right to examine and audit the supporting records and materials, for the purposes of evaluating:
 - (a) The effectiveness of the supplier's policies and procedures to produce data compatible with the objectives of these reports; and
 - (b) The data reported.
- (4) Availability. The supplier must maintain and make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a) through (d) of this clause, for examination, audit, or reproduction, until three years after final payment under this contract or any longer period required by statute or other clauses in this contract. In addition:
 - (a) If this contract is completely or partially terminated, the supplier must make available the records related to the work terminated until three years after any resulting final termination settlement; and
 - (b) The supplier must make available records relating to appeals under the claims and disputes clause or to litigation or the settlement of claims arising under or related to this contract. Such records must be made

available until such appeals, litigation or claims are finally resolved.

Note: (Note to contracting officers: Any contemplated changes to this paragraph (b.) may not be made before (1) consulting with assigned counsel and the Office of the Inspector General and (2) a deviation has been reviewed and approved by a higher level than the contracting officer who holds deviation approval authority.

CLAUSE 6-1 CONTRACTING OFFICER'S REPRESENTATIVE (MARCH 2006)

The contracting officer will appoint a contracting officer's representative (COR), responsible for the day-to-day administration of the contract, who will serve as the Postal Service's point of contact with the supplier on all routine matters. A copy of the notice of appointment defining the COR's authority will be furnished to the supplier upon award of the contract.

CLAUSE 9-9 EQUAL OPPORTUNITY PREAWARD COMPLIANCE OF SUBCONTRACTS (MARCH 2006)

The supplier may not enter into a first-tier subcontract for an estimated or actual amount of \$10 million or more without obtaining in writing from the contracting officer a clearance that the proposed subcontractor is in compliance with equal opportunity requirements and therefore eligible for award.

CLAUSE 4-19 INFORMATION SECURITY REQUIREMENTS (AUGUST 2008)

The Postal Service is committed to creating and maintaining an environment that protects Postal Service application systems from accidental or intentional unauthorized use, modification, disclosure, or destruction. Handbook AS-805, Information Security, establishes Postal Service information security policies. Handbook AS-805-A, Application Information Security Assurance (ISA) Process, provides the process for identifying the sensitivity and criticality of the application system, determining information security requirements for protecting the application system, and ensuring appropriate, cost-effective information security controls, mechanisms, and procedures are implemented to protect the application system. If the supplier has not already performed the following, it must, following contract award and before beginning contract performance:

Comply with the policies delineated in Handbook AS-805, Information Security, and processes defined in Handbook AS-805-A, Application Information Security Assurance (ISA) Process.

Cooperate with the Postal Service in completing the application Business Impact Assessment (BIA) to identify the sensitivity and criticality of the application and to determine the information security requirements.

Include and comply with the information security requirements generated by the BIA and included in the contract or agreement.

Coordinate ISA activities with the Postal Service's Corporate Information Security Office (CISO).

Complete ISA templates and provide applicable documentation and deliverables to the CISO. Supplier(s) are responsible for mitigating all security vulnerabilities identified from site security reviews conducted by the Postal Service Inspection Service and CISO, or audits conducted by the Office of the Inspector General.

Postal Service data may not be stored outside of postal premises or placed onto laptops or other mobile media without the prior consent of the Contracting Officer. Requests to store Postal Service data on laptops or other mobile media are sent to the Contracting Officer. The Contracting Officer will coordinate such requests with the CISO.

PART 4 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

LISTING

<u>Attachment No.</u>	<u>No of Pages</u>	<u>Attachment Title</u>
001	001	Point of Sale (POS) Specification & Packaging Description
002	001	Packaging Data Sheet
003	002	USPS Warehouse Marking Requirements
004	001	Tentative Delivery Schedule – CY09 and CY10

ATTACHMENT NO.001

Point of Sale (POS) Specifications and Packaging Description.

Packaging Description:

1. Unit of measure: carton
2. Quantity per carton is fifty (50) rolls
3. Roll size is 3.125" x 273'

Specification Description:

The following OEM thermal papers have been tested by IBM Retail Store Solutions for use with IBM SureMark 4610 printers. For additional information on these papers, please visit the IBM website at:

<http://www-1.ibm.com/support/docview.wss?rs=219&uid=pos1R1002033>.

Appleton Alpha 400-2.3

Economy POS grade for retail use. Good general imaging characteristics. Suited for flexographic and UV litho printing front and rear.

Kanzaki P-300

Lightweight POS grade, retail application use. Good imaging for letters, numbers, and barcodes. Lower image density.

Koehler KT 48

Designed for typical POS applications with excellent imaging.

Mitsubishi-5041

Universal POS grade with high sensitivity and good thermal imaging qualities, for use in retail applications.

ATTACHMENT NO.002

PACKAGING DATA SHEET

PDS: GENSUPPQ050

PAGE 1 of 1

REVISION: 0006

DATE: 03/21/2006

DESCRIPTION: GENERAL PACKAGING REQUIREMENTS, QUP 50 EACH

GENERAL REQUIREMENTS: Preservation, packaging and packing shall be in accordance with ASTM D-3951 latest revision.

PRESERVATION: If item requires preservation reference ASTM D-3951, para. 5. If item requires moisture protection use MIL-B-121, Type I or Type II, Grade A, Class 1 or equivalent. Unfinished bare metal surfaces must be protected with rust preventative. Where items have bare metal steel surfaces and are susceptible to rusting wrap these items in heat sealed barrier material either MIL-B-121, Type I, Grade A, Class 1 or MIL-B-121, Type II, Grade A, Class 1, or MIL-B-131, TYPE I, Class 2. Where drawing and/or purchase description in contract call for the use of specific barrier paper and preservatives offeror is to comply with drawing and or purchase description.

UNIT/INNER PACK QUANTITY: 50 each part, kit, set or assembly

Reference ASTM D-3951 para. 4 and para. 5. Consolidate unit/inner pack quantity by any suitable means such as shrink or stretch wrap, poly bag, SF carton, or box. Use corrugated box for unit pack quantities weighing five pounds or more. If item has associated loose hardware such as nuts, bolts, screws, washers and the like place in cloth or poly bag attach to individual items.

CASE/OUTER PACK QUANTITY: Overpack required quantity in corrugated fiber shipping containers, Style RCS, DW, Grade at least 275#. Containers shall be uniform and suitable. Close container in accordance with ASTM D1974, par 6, 7, and 8 latest revision. Supplier is advised items will be stored in a general warehouse that is subject to changes in humidity. Reference National Motor Freight Classification Requirements Rule 222. Gross weight not to exceed 42 pounds. Fill all voids with packing material to preclude damage to printed material and crushing of shipping containers. **Seal all seams with a minimum 3" wide, Type III, pressure-sensitive, filament-reinforced tape conforming to ASTM Standard D5330, latest revision. Tape ends must overlap the sides of the carton at least 3 inches.**

PALLET REQUIREMENTS: In accordance with NN-P-71, latest revision, FEDERAL SPECIFICATION PALLETS, MATERIAL HANDLING, WOOD, STRINGER CONSTRUCTION, 2-WAY AND 4-WAY (PARTIAL), TYPE III, SIZE 2, (40" X 48") WOOD GROUP III (See MIL-STD-731 latest revision for wood groups).

- * Pallet will be 4-way, 40 x 48 inches. **The 40" width dimension must be fully open to allow for forklift entry.**
- * Maximum pallet load not to exceed 2,000 pounds.
- * Load **MUST** be flush to the pallet's edge with zero percent overhang and zero percent underhang.
- * Overall loaded pallet height shall not exceed 53 inches.
- * Each layer **MUST** have the same number of containers.
- * Each pallet **MUST** have the same total number of containers (except where there are not enough containers on the last pallet to palletize a full pallet).
- * At minimum, place a sheet of double-faced corrugated material the length and width of the load between every third layer and on top of each pallet load to allow for double or triple stacking without causing damage to material.
- * Secure containers to load with stretch wrap applied over full height of pallet load or strapping applied over edge protectors.
- * Pallet shall be rackable from both the 40 inch and the 48 inch dimensions.

ATTACHMENT NO.003

MARKING REQUIREMENTS FOR SUPPLY OR REDI ITEMS

REVISION: 9

PAGE: 1 of 2

DATE: 01 June 2006

Reference FED-STD-123, par 5, or AIM-BC1 Uniform Symbology Specification Code 39, latest revision, for marking, labeling, and bar codes. Labels must be completely and securely adhered on each container. Inner, intermediate, outer packs and palletized loads are each considered a container and should be labeled with the correct quantity (per container). Labels will be sized to lay flat without wrapping over the edges of the containers. Labels must not be physically covered with reflective material such as tape, glue, waterproofing, etc., which would cause reduced readability of the bar codes.

Bar codes must have no more than a maximum density of 7 cpl and a minimum density of 4 cpl. The bar code symbology will be 3 of 9. A minimum of 97 percent of the bar codes in a shipment must be successfully read. A bar code is readable when it is read within one to three scan attempts using a laser scanner.

The placement of the human readable is below the bar code. The order of elements must be as follows for inner and outer containers as noted below:

PART NO: human readable only (see Note 1)
NSN/PSN: Both bar coded and human readable (see Note 2)
UNIT OF ISSUE: human readable only
TOTAL QTY: bar coded and human readable (see Note 3)
ITEM NAME: human readable only
GROSS WEIGHT: human readable only
CONTRACT NO: human readable only

Note 1: The human readable **PART NO** must be a minimum of 3/8 inch high.

Note 2: Bar code the stock number only (dashes optional).
Do not bar code the words "NSN/PSN". The human readable stock number must have dashes. (e.g. 5930-01-384-9687).

Note 3: Bar code the proper quantity for the container the label goes on.
Do not bar code the letters "QTY" or the Unit of Issue (EA, KT, etc).

Note 4: If the item has a serial number it must be bar coded and human readable. The serial number may be placed on a separate label on the container.

Note 5: Special markings (e.g. Fragile, Glass, etc.) will be placed on the inner and outer container as required.

SAMPLE LABEL

SAMPLE ONLY
DO NOT REPRODUCE

SAMPLE OF INNER UNIT PACK MARKING

PART NO: 0842	
NON/PSN:	
CONTRACTS CAN BEING ORDERED BY TELEPHONE 7520-01-000-0100	
UNIT OF MEASURE: EACH	
CITY: 300	
DESCRIPTION: YEAR TYPE PICA	
266-01-F-0366	
GROSS WT: 2 LBS	CU:

SAMPLE OF OUTER SHIPPING CONTAINER MARKING

PART NO: 0842	
NON/PSN:	
CONTRACTS CAN BEING ORDERED BY TELEPHONE 7520-01-000-0100	
UNIT OF MEASURE	TOTAL QUANTITY
EACH	15,000
ITEM DESCRIPTION	
Year Type PICA	
EDITION DATE:	GROSS WT/CUBE
N/A	63 LBS
CONTRACT NUMBER	
266351-01-F-0366	
CONSOLIDATED STAMP CO.	
7220 W. WILSON	
HARDWOOD, HTS, IL 60706	

ATTACHMENT NO.004

***NOTE: This is a tentative delivery schedule that may be subject to change as to meet Postal Service requirements**

<u>Tentative Product Shipping Schedule</u> 10/14/2009 ~ 09/20/2010			<u>Product Shipping Schedule -</u> Continued 10//09 ~ 09//10		
Date	Quantity INDY, IN	Quantity TOPEKA, KS	Date	Quantity INDY, IN	TOPEKA, KS
10/6/2009	1,200	0	7/27/2010	1,200	1,200
10/13/2009	0	1,200	8/3/2010	1,200	0
10/20/2009	1,200	0	8/10/2010	1,200	1,200
10/27/2009	1,200	0	8/17/2010	1,200	0
11/3/2009	1,200	1,200	8/24/2010	1,200	1,200
11/10/2009	1,200	0	9/1/2010	1,200	0
11/17/2009	1,200	1,200	9/7/2010	1,200	1,200
11/24/2009	1,200	0	9/14/2010	1,200	0
12/1/2009	1,200	1,200	9/21/2010	1,200	1,200
12/8/2009	1,200	0	Sub Total:	57,600	28,800
12/15/2009	1,200	1,200	Combined Total: 86,400 cases		
12/22/2009	1,200	0			
12/29/2009	1,200	0			
1/5/2010	1,200	1,200			
1/12/2010	1,200	0			
1/19/2010	1,200	1,200			
1/26/2010	0	0			
2/2/2010	1,200	1,200			
2/9/2010	1,200	0			
2/16/2010	1,200	1,200			
2/23/2010	1,200	0			
3/2/2010	1,200	1,200			
3/9/2010	1,200	0			
3/16/2010	1,200	1,200			
3/23/2010	1,200	0			
4/1/2010	1,200	1,200			
4/6/2010	1,200	0			
4/13/2010	1,200	1,200			
4/20/2010	1,200	0			
4/27/2010	1,200	1,200			
5/4/2010	1,200	0			
5/11/2010	1,200	1,200			
5/18/2010	1,200	0			
5/25/2010	0	0			
6/1/2010	1,200	1,200			
6/8/2010	1,200	0			
6/15/2010	1,200	1,200			
6/22/2010	1,200	0			
7/1/2009	1,200	1,200			
7/8/2010	1,200	0			
7/13/2010	1,200	1,200			
7/20/2010	1,200	0			